

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)
Plaintiff,)
)
v.) COURT NO.
)
BATTAMBANG MARKET, INC.,)
SRUN SRY, and KIM ENG HENG)
Defendants.)

COMPLAINT

The United States of America, by its attorneys, Carmen M. Ortiz, United States Attorney for the District of Massachusetts, and Christopher R. Donato, Assistant United States Attorney, states as its complaint that:

1. Jurisdiction of this action is conferred on the Court by 28 U.S.C. § 1345.
2. Plaintiff is the United States of America, acting through the U.S. Department of the Treasury's Financial Management Service (hereinafter "FMS") on behalf of the U.S. Small Business Administration (hereinafter "SBA"). The Debt was referred to FMS in accordance with the Debt Collections Improvement Act of 1996. (DCIA) (31 U.S.C. § 3701 et seq.)
3. The defendant, Battambang Market, Inc. (hereinafter "Battambang Mkt."), is a business whose last known address is in Lowell, Massachusetts. Defendant Srun Sry (hereinafter "Sry"), is an individual whose last known address is in Lowell, Massachusetts. Defendant Kim Eng Heng (hereinafter "Heng"), is an individual whose last known address is in Lowell, Massachusetts.
4. On or about December 28, 2005, Nam Van Pham, as Lender and as an Agent of and on behalf of the SBA, authorized and guarantied fifty percent (50%) of an SBA Express

loan in the amount of \$350,000.00 to the borrower Battambang Mkt.. See Exhibit "A" attached hereto and incorporated herein.

5. On or about January 31, 2006, a Commercial Promissory Note was executed between Asian American Bank now part of United Commercial Bank and Battambang Mkt. in the amount of \$350,000.00. Sry as President and Heng as Treasurer of Battambang Mkt. signed off on the promissory note. See Exhibit "B" attached hereto and incorporated herein.

6. On or about January 31, 2006, Sry as President, and Heng as Treasurer, each signed an Unlimited Guaranty for this loan. Therefore, making Sry and Heng each personally liable for the repayment of the \$350,000.00 loan. See Exhibit "C" and "D" attached hereto and incorporated herein.

7. According to SBA records, Battambang Mkt., Sry, and Heng made sporadic payments pursuant to the Note, from September 2006 through January 2010. See Exhibit "E" attached hereto and incorporated herein.

8. On or about July 2012, the Defendants defaulted on the repayment agreement.

9. In November 2012, SBA referred the defaulted debt to FMS for administrative debt collection. Between February 2013 and September 2013 FMS forwarded the debt to a private collection agency for additional collection efforts. Since these collection efforts were unsuccessful, FMS referred the SBA loan to the U.S. Attorney's Office for litigation in May 2014.

10. As of May 12, 2014, the Defendant is indebted to the United States in the principal amount of \$237,707.96 plus \$75,968.53 in administrative and agency fees. Thereafter no prejudgment interest is to accrue on this debt by the United States. See Exhibit "F" attached hereto and incorporated herein

11. The Defendants have failed to repay the aforementioned sums although demand has been duly made.

WHEREFORE, the United States demands judgment against Battambang Market, Inc., Sun Sry, and Kim Eng Heng, in the principal amount of \$237,707.96 plus \$75,968.53 in administrative and agency fees. The United States further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment accrue at the legal rate until paid in full.

Respectfully submitted,
UNITED STATES OF AMERICA
By its attorneys

CARMEN M. ORTIZ
United States Attorney

By:


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DATE:

7/2/14